

THE AFFINITY MANAGEMENT GROUP, INC.
TALENT AGENCY AGREEMENT - MERCHANDISERS

THIS TALENT AGENCY AGREEMENT, is made and entered into this ____ day of _____, 199____, by and between THE AFFINITY MANAGEMENT GROUP, INC., an Illinois corporation ("AFFINITY"), and _____ ("Agency").

1. Engagement. AFFINITY hereby engages Agency and Agency hereby accepts such engagement to provide merchandisers (collectively the "Talent") to AFFINITY for the _____ Program.

2. Agency Fee. AFFINITY shall pay to the Agency as compensation \$_____ per hour for the services to be provided by the Talent hired by the Agency (the "Agency Fee"). Agency is solely responsible for paying all expenses incurred by Agency, including all Talent compensation and related expenses, and for withholding, paying and/or submitting to appropriate governmental authorities all applicable employment taxes.

3. Payment of Agency Fee. Prior to Agency receiving payment of any Agency Fee, Agency must submit to AFFINITY weekly summary reports (Monday through Sunday) ("Weekly Summary Reports") which include the following information:

- (a) Schedule of services provided, including the name of each individual service provider, the hours worked and such other information reasonably requested by AFFINITY;
- (b) Total amount due to Agency; and
- (c) Certification that the Agency's worker's compensation insurance as set forth in Paragraph 6 remains current and in full force and effect.

AFFINITY will pay Agency its Agency Fee within 30 days after Affinity's receipt of each Weekly Summary Report. Agency agrees to pay Talent within 2 business days after receipt of payment from AFFINITY.

4. Minimum Talent Compensation. In order to provide AFFINITY with quality Talent, Agency agrees to pay the Talent not less than \$_____ per hour.

5. Agency's Relationship With Talent. (a) Agency hereby represents and warrants that the Talent provided to AFFINITY are not and will not be employees of AFFINITY to any extent or for any purpose whatsoever. The Agency shall direct the Talent to perform services in accordance with the Merchandise Operations Manual (the "Manual") and to report directly to the Agency or the supervisors hired by the Agency as the case may be. Agency agrees to provide all Talent with a copy of the Manual and will cause all Talent to execute a Talent Certification, in the form as set forth on Exhibit A attached hereto, certifying that the Talent will comply with the provisions of the Manual and provide AFFINITY with certain indemnifications.

6. Worker's Compensation. Agency will carry and maintain at Agency's sole expense a worker's compensation insurance policy in an amount of not less than \$500,000 from a carrier reasonably acceptable to AFFINITY. As a condition precedent for AFFINITY paying any Agency Fee, Agency will furnish to AFFINITY a current certificate from such insurance carrier showing the date of expiration of such policy, limits of liability thereunder and providing that said insurance is in full force and effect.

7. Indemnity. Agency indemnifies and holds harmless AFFINITY, Philip Morris U.S.A., its affiliates and their respective officers, employees, directors and agents from all claims, liabilities, costs and expenses, including reasonable attorneys' fees that arise from, or may be attributed to (a) the failure to (i) withhold FICA taxes or any federal, state or local tax of any kind from the amounts required to be paid to the Agency or any of the Agency's employees or independent contractors, including without limitation, the Talent, or (ii) contribute to any unemployment insurance plan or any pension, profit sharing or other employee benefit plan, (b) the death or bodily injury of any of the Talent or any other persons, injury to any property or other loss or damage resulting from any of Agency's employees or independent contractor's, including without limitation, the Talent, alleged or actual negligent acts or omissions (whether or not covered by any insurance) or (c) any errors, omissions or fault of the Agency or any of Agency's employees or independent contractors, including without limitation, the Talent.

8. Miscellaneous. The rights and obligations under this Agreement shall not be assigned by the Agency. In the event a court of competent jurisdiction adjudicates any one or more of the provisions of this Agreement as invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of other provisions of this Agreement, and this Agreement shall be construed as if it had never contained such invalid, illegal or unenforceable provision. This Agreement shall be governed by and construed under the laws of the State of Illinois. The parties agree that all litigation related to this Agreement shall take place in Cook County, Illinois and each party consents to the jurisdiction of the courts located therein and waives any right to transfer the venue of any such litigation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AGENCY

THE AFFINITY MANAGEMENT GROUP, INC.

By: _____

By: _____

Its: _____

Its: _____

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